



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE



AGREEMENT# IA 709-162
LAKE SAMMAMISH – SHORELINE RESTORATION

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Washington Department of Fish and Wildlife hereinafter referred to as the "CONTRACTOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the CONTRACTOR can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on December 31, 2008, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2009, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Forty-Four Thousand, Two Hundred Eighty-One, and 27/100ths Dollars (\$44,281.27)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in **Exhibit "B"** which is attached hereto and incorporated herein.

BILLING PROCEDURE

The CONTRACTOR shall submit invoices no more often than monthly. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account

transfer by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for

performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other

rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for CONTRACTOR is: Ken Bergman, Construction and Maintenance Supervisor, (360) 407-0613

The Project Representative for PARKS is: Peter Herzog, Parks Planner, (360) 902-8685

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

By: _____

Title: Assistant Director, WSPRC

Date: _____

**Washington Department of
Fish and Wildlife**

By: _____

Title: _____

Date: _____

Approved As To Form:
Mark Schumock
Asst. Attorney General
02/20/05

Exhibit “A”

Scope of Work

Lake Sammamish Shoreline Restoration IA 709-162

Purpose

Part of a multi-year effort to restore and enhance Lake Sammamish State Park, the Washington State Parks and Recreation Commission (WSPRC) and the Mountains to Sound Greenway Trust (Greenway) have received grant funding to restore the shoreline at the park and the mouth of Issaquah Creek. The work includes projects A2 and A12 as outlined in the *Lake Sammamish State Park Wetland, Stream and Lakeshore Restoration Plan*.

The project area was selected for enhancement due to the amount of pedestrian access that occurs in the area during summer months along with its close proximity to Issaquah Creek. The area of shoreline proposed for LWD placement receives a large amount of spillover crowding from the adjacent day-use beach area to the south. Additionally, heavy powerboat and jetski traffic along this portion of shoreline contributes to a loss of shoreline habitat. Together, these causes have resulted in a degraded shoreline condition not conducive to nearshore fish passage adjacent to Issaquah Creek. The placement of the proposed LWD is intended to partially limit pedestrian and boat traffic in the area and to help improve fish habitat conditions along the Lake Sammamish shoreline.

The Washington State Parks and Recreation Commission (WSPRC) has received an \$185,500 Aquatic Lands Enhancement Account (ALEA) grant for this project and is committing \$44,281.27 of this grant funding to this agreement. WSPRC is entering into this agreement with the Washington State Department of Fish and Wildlife (WDFW) to complete the following components of this project at Lake Sammamish State Park: 1) the installation of the large woody debris and 2) the installation of post and rail fencing.

Project Tasks

WDFW will complete the following tasks:

1. Installation of a minimum of 25 pieces of LWD (and no more than 35 pieces of LWD) along the lakeshore at the A2 project site. The project will be completed as per the description of work, supervision, construction sequence, and standard conservation measures outlined below and attached site plan.
2. Installation of approximately 3,000 linear feet of post and rail fencing at the A2 and A12 restoration project sites.
3. Provide consistent communications with WSPRC and Greenway project managers on project schedule, progress and required WSPRC and/or Greenway assistance. A final site inspection with the WSPRC and Greenway project managers upon completion of the project. All work will be completed to the satisfaction of the park manager.
4. A 24-hour live contact person (with supervisory control over construction crews) for park manager during construction.

WSPRC will provide the following to this project:

1. Permitting, design, and specifications for the large woody debris installation.
2. Archaeological monitoring during ground disturbing activities as necessary
3. Flagging of the fence line at both the A2 and A12 project sites.
4. Assistance with shoreline public use closures during LWD installation.
5. Construction supervision (Restoration Specialist from the Watershed Company)

Description

Up to 34 pieces of large woody debris (LWD) will be placed along the Lake Sammamish shoreline just south of the mouth of Issaquah Creek. The LWD will be interspersed over an area approximately 600 feet long. LWD will be either cedar or Douglas-fir logs (12-inch-diameter, 26-foot length minimum) and will be situated along the shoreline at or near the ordinary high water mark (OHWM) as shown on the plans to help limit pedestrian access in the area and enhance nearshore habitat. All of the placed logs are to have root wads intact. The logs will be anchored using Manta Ray anchors or equivalent. In total, approximately 40 cubic yards of logs will be placed along the shoreline. Most of the cubic yardage of these logs will extend waterward of the Corps OHWM (27.0 feet NGVD 1929). However, no portion of any log will extend more than 2 feet below the OHWM.

Supervision

A **restoration specialist** shall be on hand to oversee and direct implementation of these plans. All log structure materials to be placed must be inspected and approved by the **restoration specialist** prior to installation.

Construction Sequence

- 1) All stream and shoreline work to be carried out under the direction and supervision of a restoration specialist familiar with the plans and the goals of the project.
- 2) The contractor would mobilize all equipment and materials to and from the site either over water using a construction barge, or over land using a temporary construction access. All in- and above-water work would be conducted using a land-based excavator and/or barge-mounted crane.
- 3) Any construction debris, including material removed by the land-based excavator, would be stockpiled on site above the OHWM or on the work barge prior to disposal off site at an approved upland facility.
- 4) Hydraulic Project Approvals (HPAs) issued by Washington Department of Fish and Wildlife (WDFW) direct the contractor to take extreme care for the duration of the project to “ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the lake.”
- 5) Identify and mark work limits with high visibility fencing. Place high visibility fencing as protection around the trees within the project area, all of which are to remain.
- 6) Identify and protect any utilities that may exist in the construction area. Any damage to utilities, even if not identified on plan, shall be the sole responsibility of the Contractor.
- 7) Install all temporary erosion control measures, general and site-specific, as noted on the plans and/or supporting documents, or as required by various permit conditions and authorizations. A sedimentation control curtain (silt fence) is to be

deployed in the lake off-shore and maintained in a functional manner to contain suspended sediment. This curtain can be placed surrounding individual log structure locations or groupings of such locations at the contractor's discretion, so long as all work areas are well protected during construction. The curtain is to be placed by first driving 10-foot-long wood stakes into the lakebed substrate at maximum intervals of 8 feet along the shoreline. The silt fence is to be hung between the stakes, with the bottom anchored by rock or other retrievable weights placed every 6 to 10 feet. If available, the contractor may use a floating sediment curtain, anchored similarly to the substrate, in place of staking. To prevent upland soil erosion, sediment control fencing will also be installed, or other preventative measures are to be implemented around upland areas waterward of where construction activity is planned, but landward of the ordinary high water mark.

- 8) Place the logs and associated anchors and attachment hardware along the lake shore, situated at or near the OHWM as shown on the plans. Minor depressions may be excavated in the lake bed as needed to accommodate the logs' root wads such that the logs lay flat against the lake bottom and are not propped up too high.
- 9) After all of the log structures have been placed, anchored, inspected and accepted, remove the sedimentation control curtain, silt fencing, and any other associated temporary sedimentation control features. Clean up and vacate the project area.

Standard Conservation Measures

- 1) Large Woody Debris: Minimizing potential predator contact with juvenile salmonids using large woody debris requires placement in waters shallower than 4 feet. The natural rise and fall of Lake Sammamish makes it difficult to confidently place large woody debris beyond the immediate nearshore area so that it 1) does not provide predator benefits, but 2) is not completely out of the water and thus provides no salmonid benefits. For these reasons, large wood (cedar logs) would only be placed in shallow water along the shoreline, slightly below the OHWM.
- 2) Timing Restriction: Once started, log structure placement is estimated to take approximately 2 weeks. Construction would begin as soon as permits and scheduling would allow, but no in-water work would occur from 1 January through 15 July or 1 August through 15 November according to the combined policies of NOAA Fisheries and the US Fish and Wildlife Service to protect bull trout (*Salvelinus confluentus*), steelhead (*Oncorhynchus mykiss*), and chinook salmon (*Oncorhynchus tshawytscha*). Further WDFW timing restrictions may apply.

The combined timing restrictions are depicted graphically below. The applicant would comply with any amendments made to the below timing restrictions following USACE, NOAA Fisheries and USFWS review.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Federal and state fish protection	No in-water work Federal closure (1 January – 15 July)							No in-water work Federal closure (1 August – 15 November)				

LAKE SAMMAMISH WOODY DEBRIS	
AT ISSAQUAH CREEK	
C/O: MOUNTAINS TO SOUND GREENWAY	

PHASE: PRELIMINARY	
NO.	DATE
1	06.15.08
2	5.28.08

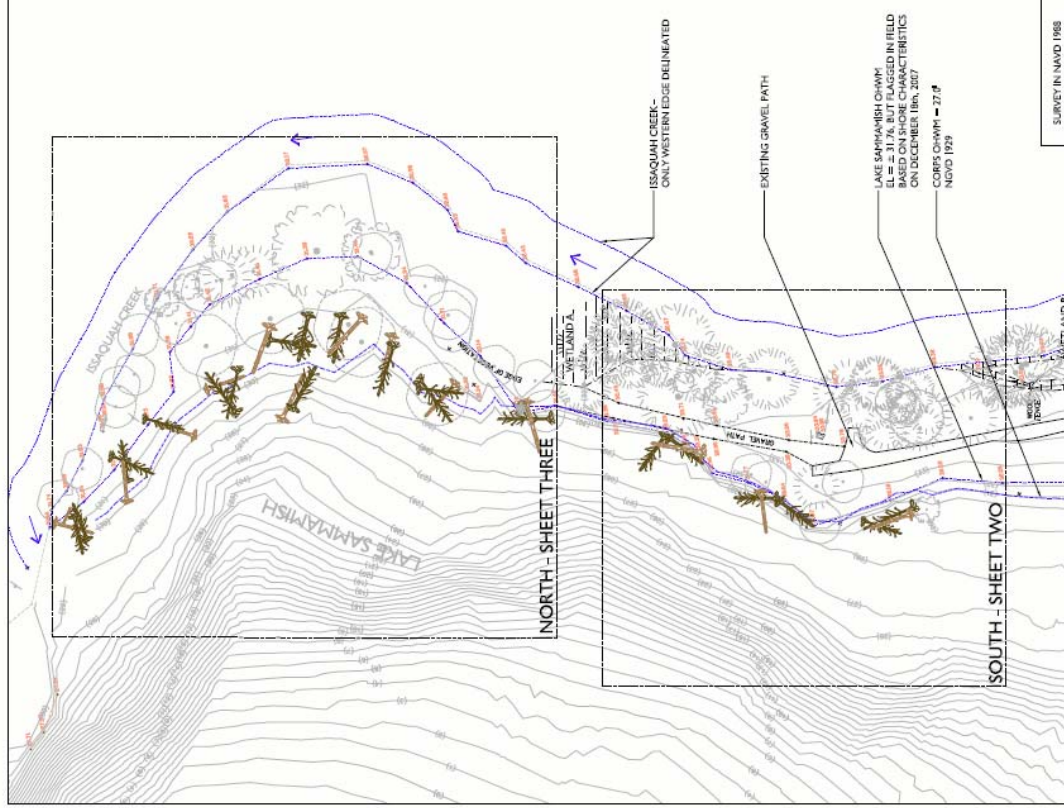
REMARKS/NOTES:

ORIGINAL ON 22 x 34 IN

Project Manager: GJ
Designer: GJ
Checker: ZS
Printer: GJ
File name: TWC-LWD.DWG

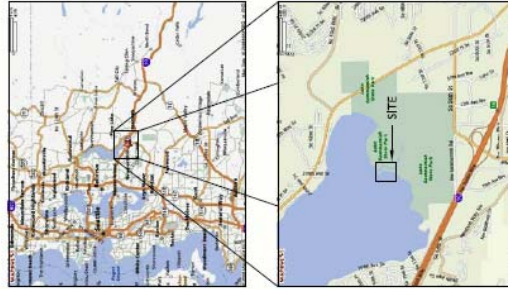
JOB NUMBER:
070927

SHEET NUMBER:
1 OF 3



OVERALL SITE PLAN

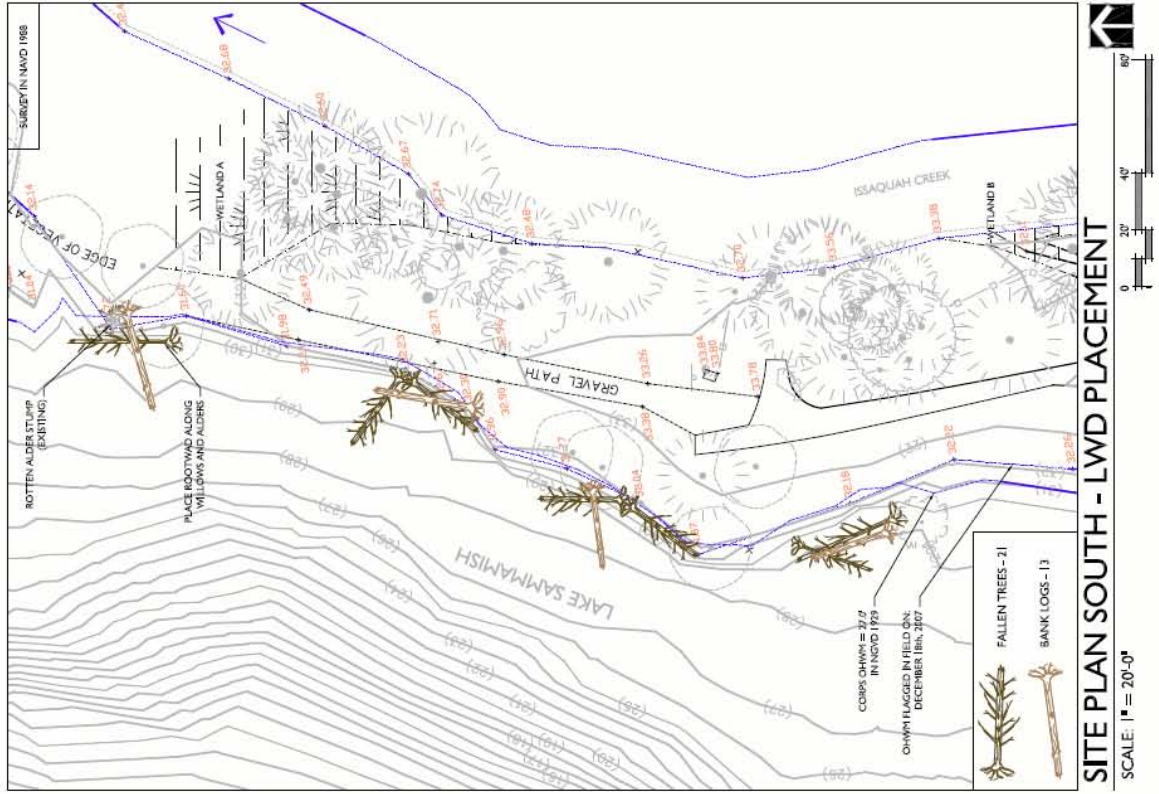
SCALE: 1" = 40'-0"



VICINITY MAPS

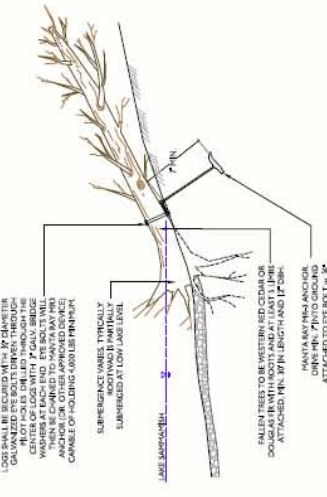
SHEET INDEX

- 1 EXISTING CONDITIONS
- 2 SITE PLAN SOUTH, LWD DETAILS, & LOG STRUCTURE SPECIFICATIONS
- 3 SITE PLAN NORTH & PROJECT DESCRIPTION

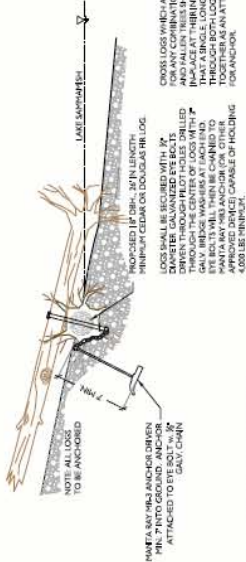


SITE PLAN SOUTH - LWD PLACEMENT

SCALE: 1" = 20'-0"



FALLEN TREE DETAIL



B BANK LOG DETAIL NTS

Log Structure Notes -
Lake Sammamish at Issaquah Creek

Log Structure Notes -

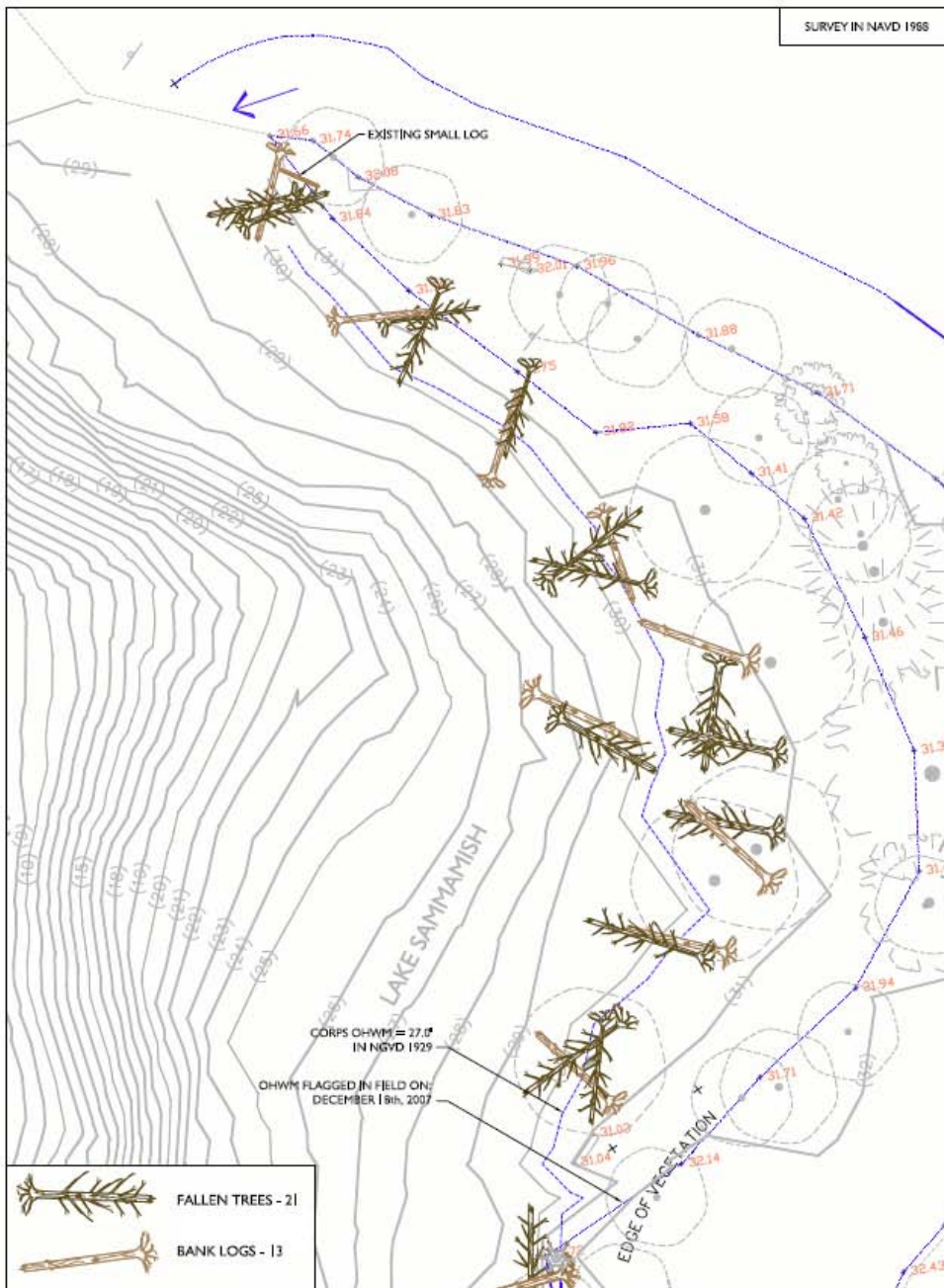
[illegible]

The second class of light is his "dark" logs. "It's when they're not waxy attached and containing of the lower sections of larger cones and fir trees. The minimum length for these logs is 26 feet, though logs as long as 40 feet are in transport should be provided. The maximum breast height diameter for these logs is 18 inches. Since these will all be the lower sections of larger cones, they may not have many leaves. However, any limbs present may result on logs as it's feasible to transport and place; there is no need to up them. The next waxy of all logs are to be thoroughly snow-covered at an equal location where all of the generated runoff can infiltrate prior to the logs being placed along the lake shore."

Architecting. Double log structures where logs parallel or cross each other to form a rectangular frame are anchored to the ground by at least two anchors attached to each log. Any single logs or log pairs with at least two anchors attached to each log. Any single logs or log pairs secured with two anchors per log. Anchors are to be attached to logs no closer than approximately 3 feet from the ends, and such that the two anchors attached to any given log are at least 10 feet from each other. Anchors should be preferentially placed where logs cross, and attached to both logs in one pair (one attachment per log). Anchors should be installed in such a way as to anchor the logs to the ground. Anchors are to be installed in such a way as to anchor the logs to the ground. Anchor specifications and attached to the logs at locations where they are no less than 10 feet from the log's terminus.

Major Bay 98-3 containers (or approved equivalent) are typically to be used, though 100-gallon Bay 98-2, 98-1, or 98-0 containers may be required to meet loading requirements for the type or quantity of material encountered. Each container to be placed, preferably, on an uplift, however, use of the flat top of the unloading area, or other suitable surface, is acceptable. Containers are to be loaded to a maximum of 4,000 lbs. Any anchor rod that fails to reach load capacity shall be removed and either replaced nearby or replaced with the larger anchor or the same or a nearby bushing. If anchors repeatedly fail to meet the loading requirements or otherwise cannot be used, the contractor shall be required to submit a written report to the project engineer. Once the contractor and the remediation specialist are in total agreement, the remediation structures should be released and cleared from the project.

[illegible]



SITE PLAN NORTH - LWD PLACEMENT



750 Sixth Street South
Kirkland WA 98033
p 425.822.5242 f 425.827.8136
www.watershedco.com

Science & Design

LAKE SAMMAMISH WOODY DEBRIS
AT ISSAQUAH CREEK
WASHINGTON STATE PARKS
C/O: MOUNTAINS TO SOUND GREENWAY

PHASE:
PRELIMINARY

NO.	DATE	ISSUE
1	05.15.08	REVIEW SET
2	5.28.08	REVIEW SET

REMARKS/NOTES:
ORIGINAL ON 22 x 34 IN

Project Manager: GJ
Designed: GJ
Drafted: ZS
Checked: GJ
File name: TWC-LWD.DWG

JOB NUMBER:
070927

SHEET NUMBER:
3 OF 3

Exhibit "B"

Budget

WDFW will invoice WSPRC for the following Items at the Billable Unit Costs listed below. Quantities of items may vary but total for both placement of large woody debris and fencing of installation may not exceed \$44,281.27.

Placement of Large Woody Debris

LABOR				
PERSONNEL	STATUS	HRS.	WAGE	TOTAL
Hvy. Eq.Op.Supv.		40	\$51.27	\$2,050.80
Hvy Eq. Oper.		60	\$45.03	\$2,701.80
Hvy Eq. Oper.		60	\$45.03	\$2,701.80
Maint. Mech. 1		60	\$42.59	\$2,555.40
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
PER DIEM RATE		LABOR-TOTAL		\$10,009.80
PERSONNEL	STATUS	No. DAYS	AMOUNT	TOTAL
Hvy. Eq.Op.Supv.		6	\$52.75	\$316.50
Hvy Eq. Oper.		6	\$52.75	\$316.50
Hvy Eq. Oper.		6	\$52.75	\$316.50
Maint. Mech. 1		6	\$52.75	\$316.50
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
LODGING		PER DIEM-TOTAL		\$1,266.00
PERSONNEL	STATUS	No. NIGHTS	RATE	TOTAL
Hvy. Eq.Op.Supv.		5	\$80.00	\$400.00
Hvy Eq. Oper.		5	\$80.00	\$400.00
Hvy Eq. Oper.		5	\$80.00	\$400.00
Maint. Mech. 1		5	\$80.00	\$400.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
EQUIPMENT		LODGING-TOTAL		\$1,600.00
LICENSE	VEHICLE	HRS / MILES	RATE	TOTAL
	Ford Svc.	400.0	\$0.71	\$284.00
	KENWORTH DUMP	400.0	\$1.65	\$660.00
	3 AXLE TILT TRAILER	2.0	\$50.00	\$100.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
MATERIALS		EQUIPMENT - TOTAL		\$1,044.00
VENDORS	ITEM	P.O. #	INVOICE #	TOTAL
	Excavator Rental			\$1,200.00
	Air compressor			\$300.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
10% contingency				\$1,722.00
		MATERIAL TOTAL		\$3,222.00
		PROJECT TOTAL		\$17,141.80

Installation of Fencing

LABOR				
PERSONNEL	STATUS	HRS.	WAGE	TOTAL
Hvy. Eq.Op.Supv.		60	\$51.27	\$3,076.20
Hvy Eq. Oper.		120	\$45.03	\$5,403.60
Maint. Mech. 1		120	\$42.59	\$5,110.80
Carpenter		120	\$42.59	\$5,110.80
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
PER DIEM RATE		LABOR-TOTAL		\$18,701.40
PERSONNEL	STATUS	No. DAYS	AMOUNT	TOTAL
Hvy. Eq.Op.Supv.		6	\$52.75	\$316.50
Hvy Eq. Oper.		12	\$52.75	\$633.00
Maint. Mech. 1		12	\$52.75	\$633.00
Carpenter		12	\$52.75	\$633.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
LODGING		PER DIEM-TOTAL		\$2,215.50
PERSONNEL	STATUS	No. NIGHTS	RATE	TOTAL
Hvy. Eq.Op.Supv.		5	\$80.00	\$400.00
Hvy Eq. Oper.		9	\$80.00	\$720.00
Maint. Mech. 1		9	\$80.00	\$720.00
Carpenter		9	\$80.00	\$720.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
EQUIPMENT		LODGING-TOTAL		\$2,560.00
LICENSE	VEHICLE	HRS / MILES	RATE	TOTAL
	Ford Svc.	600.0	\$0.45	\$270.00
	Ford Svc.	600.0	\$0.71	\$426.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
MATERIALS		EQUIPMENT - TOTAL		\$696.00
VENDORS	ITEM	P.O. #	INVOICE #	TOTAL
	Auger&Gator			\$500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
10% Contingency				\$2,467.00
		MATERIAL TOTAL		\$2,967.00
		PROJECT TOTAL		\$27,139.90

END SCOPE OF WORK

/ / / / /